SUPREME COURT U. S.

IN THE

Supreme Court of the United States

OCTOBER TERM, 1967

No. 1230

SOUTHERN PACIFIC COMPANY, *Petitioner*

v.

BROTHERHOOD OF LOCOMOTIVE FIREMEN AND ENGINEMEN, *Respondent*

BRIEF IN OPPOSITION TO PETITION FOR WRIT OF CERTIORARI

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QUESTION PRESENTED

In 1963 Congress enacted Public Law 88-108, 77 Stat. 132, subjecting the railroads and the operating unions to a "one-shot solution" of a then pending dispute over "firemen on diesels" and "crew consist" by imposing compulsory arbitration of the dispute. On November 26, 1963, the arbitration board issued the award for which it was established, binding for two years from its effective date. In May 1964 the railroads instituted proceedings in the District Court to enjoin a strike by

Respondent over a dispute concerning the meaning and application of this "one shot" arbitration award. The Court issued such injunction, reserving jurisdiction for the purpose of enabling any party to apply to the Court for further orders appropriate to the enforcement of said injunctive order or the judgment theretofore entered on the award "or any legal obligations arising therefrom". (J.A. 19) Petitioner expressly did not object to such reservation of jurisdiction. On April 6, 1966, upon application of Respondent, the District Court entered an order declaring that Petitioner was subject to judicial enforcement of its obligations under the Award without Respondent first exhausting contract procedures for rectification of violations of collective bargaining agreements. (J.A. 329)

Was it an abuse of discretion, or did the District Court act beyond its jurisdiction, in making such reservation, in issuing such injunction, and thereafter issuing such declaration?

STATEMENT OF THE CASE

We believe that for an informed ruling on the petition for a writ of certiorari this Court should have an understanding of the essential facts that gave rise to the issue that was really decided by the courts below and is presented by the record before this Court. The Court cannot acquire an understanding of those facts from the statement in the petition for a writ of certiorari.

Approximately 160 railroads were parties to the arbitration award proceedings with respect to Respondent. One of the two major subjects with which the Award was concerned was the establishment of a procedure for the gradual reduction of locomotive firemen (engi-

neer helpers) from their jobs on the 160 railroads, under circumstances that would tend to minimize the hardship on the employees and their families, and would not unduly burden the public relief rolls.

There were approximately 30,000 locomotive firemen employed on freight locomotives and on yard switching locomotives at the time that the Arbitration Award was issued on November 26, 1963.[1]

The plan by which the locomotive firemen were to be eventually severed from their employment as painlessly as possible was, of course, the "brain child" of the three public members on the Arbitration Board. The plan adopted has no known precedent in American industry.

At the time that the Award was issued, the neutral members of the Board, and officials in the Department of Labor, anticipated that the application of the Award during the two years it would be in effect would cause a reduction in the number of locomotive firemen to the extent of about 5500 employees.[2] But the neutral mem-

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[1] *Bro. of Locomotive Firemen & Enginemen* v. *Chicago, Burlington & Quincy R.R. Co.*, 225 F. Supp. 11, at 14.

[2] "In the course of Congressional testimony, Chairman Ralph Seward of Board 282 and Assistant Secretary of Labor James Reynolds indicated that their original expectation was that the procedures would lead to a reduction of about 5500 jobs, rather than the 18000 the carriers succeeded in blanking. See Hearings on the Administration of Public Law 88-108 Before the Senate Comm. on Commerce, 89th Cong., 1st Sess., ser. 89-45 at 363-64, 465-66 (1965). And according to Senator McGee, the number of firemen eliminated also exceeded the expectations of "Members of the U.S. Senate." Hearings on the Administration of Public Law 88-108 Before the Senate Comm. on Commerce, 89th Cong. 2d Sess., ser. 89-56, at 1030 (1966)." *Brotherhood of Railroad Trainmen et al.* v. *Akron & Barberton Belt R.R., et al.*, 385 F. 2d 581 (D.C. Cir. 1967).

bers of the Arbitration Board sadly underestimated the "resourcefulness" of the carriers' experts on labor relations who comprise the Eastern, Western, and Southeastern Carriers' Conference Committees. The carriers actually succeeded in separating 18,000 locomotive firemen from their employment and seniority rights, and the vast majority of those had been eliminated early in the first year of the Award, as the record illustrates (J.A. 28).

The Award, while it was issued on November 26, 1963, was not made the subject of a judgment until February 28, 1964 (J.A. 13). The proceeding in which the judgment was entered in the District Court was designated Miscellaneous No. 41-63. And approximately three more months elapsed before the Award became effective with respect to the firemen's crafts, which occurred on May 7, 1964.

As the effective date of the Award neared, the carriers quickly demonstrated that they had their own notions as to how the unique provisions of the Award were to be interpreted and enforced. The Brotherhood's views differed widely from many of those demonstrated by the carriers, and the only immediate means by which the Brotherhood could prevent the carriers from pushing ahead heedless of the employees' interests was to threaten strike action.

The carriers thereupon promptly filed a motion for supplementary relief in Miscellaneous No. 41-63, in which they prayed for an injunction that would restrain the Brotherhood and every locomotive fireman employed on the 160 railroads from resorting to any form of strike action that would interfere with the carriers' interpreting and enforcing the Award according

to the carriers' own notions. The injunction as prayed for was granted, and was entered of record on May 11, 1964. The Brotherhood countered in the same Miscellaneous No. 41-63 with a motion in which it sought an injunction against the carriers which would require the management of each railroad to faithfully interpret and apply the provisions of the Award. The Court denied the Brotherhood's motion. The denial constitutes paragraph 2 of the May 11, 1964, District Court's order (p. 8a, Appendix to petition for writ of certiorari; J.A. 19).

The Brotherhood and the crafts of firemen employed on the 160 railroads of the country were thus stripped by the May 11, 1964, order of the right to employ self help in any form to protect their employment rights under the Arbitration Award, and there was no court or other tribunal in the country to which they could appeal for protection of their rights, according to the Brotherhood's concept of the law, except to appeal to the District Court below under its reservation of jurisdiction in Miscellaneous No. 41-63 in granting the aforesaid injunction against Respondent. That reservation of jurisdiction reads as follows:

> "That this Court reserves jurisdiction for the purpose of enabling any of the parties to the proceeding, . . . to apply to this Court at any time for such further orders as may be necessary or appropriate for the construction, carrying out or enforcement of this order or of any judgment heretofore entered in this proceeding upon the Award of Arbitration Board No. 282 or any legal obligations resulting therefrom."

The Award, being a unique document, was also a highly controversial document. The members of Arbi-

tration Board 282, during the two-year life of the Award, reconvened fourteen times to interpret the Award, and during that period it resolved 200 classes of disputes pertaining to the employment of locomotive firemen.

Although the Award went into effect on May 7, 1964, it was nine months later, on February 11, 1965, before enough interpretations had been rendered by Arbitration Board No. 282 to enable the Brotherhood to avail itself of the remedy provided by the reservation of jurisdiction in the May 11, 1964 District Court's order. The Brotherhood filed a motion for supplemental relief, supported by an affidavit executed by the Brotherhood's general chairman representing the locomotive firemen employed on six seniority districts that comprise a minor part of the Southern Pacific Railroad's lines, those that lie within the states of Louisiana and Texas. That affidavit is reproduced at pages 27 to 173 of the Joint Appendix. It lists 940 instances of money claims and loss of jobs that developed on the Texas and Louisiana lines between May 7, 1964, and January 27, 1965, as a result of what the Brotherhood believed were violations and misapplications of the Arbitration Award in nine different categories. The experiences of the locomotive firemen on the Texas and Louisiana lines of the Southern Pacific were not abnormal.

The Southern Pacific Company responded to the Brotherhood's motion for supplemental relief, not only by challenging the merits of the claims, as it had when the Brotherhood took them up with the top officials of the Southern Pacific, but also by asserting that the claims were barred because the individual claims had not been processed through the grievance procedure that had been established by Section 17 of a national

collective agreement that the Brotherhood had entered into with the carriers in August of 1948 (J.A. 174-176). Prior to appearing in court, the carrier had not taken such position. The carriers thereafter informed the Brotherhood that they considered all employees' claims and grievances growing out of the application of Award 282 to be subject to the requirements of the Section 17 grievance procedure, and that they would be considered barred if they were not processed in accordance with that procedure. (Gilmore affidavit, J.A. 249-251).

The procedural steps involved in the Section 17 grievance procedure has been accurately detailed in the affidavit filed by the carriers. (J.A. 175-176). We quote that explanation:

> "(i) Ordinarily, claims are made initially on an employee's 'Time Return and Delay Report,' submitted to the carrier's timekeepers. (An example of a Time Return and Delay Report is attached hereto as Exhibit C-1.) In any event, a claim or grievance must be presented in writing within sixty days from the date of the occurrence on which it is based; otherwise it is barred.
>
> "(ii) Claims that are not allowed ordinarily are disallowed with a 'Time Correction Notice,' issued by the timekeeper over the Superintendent's signature. (An example of a Time Correction Notice is attached hereto as Exhibit C-2.) In any event, the carrier has sixty days from the date on which a claim is made to disallow it and send notice thereof to the employee or his representative; otherwise, the claim is considered valid and must be settled accordingly.
>
> "(iii) The claim then may be appealed by the employee's Local Chairman to the Superintendent of the employee's seniority district, within sixty days from receipt of the notice of disallowance;

otherwise, the matter is considered closed. (An example of such an appeal is attached hereto as Exhibit C-3.)

"(iv) The appeal then may be disallowed and notice of disallowance given to the Local Chairman within sixty days from the date of the appeal; otherwise, the claim is considered valid and must be settled accordingly. (An example of such a notice is attached hereto as Exhibit C-4.)

"(v) The Superintendent then must be notified by the Local Chairman that his decision is rejected, and the claim must be appealed by the General Chairman to the carrier's Manager of Personnel, all within sixty days from receipt of the Superintendent's decision; [4] otherwise, the matter is considered closed. (An example of a notice that the Superintendent's decision is rejected is attached hereto as Exhibit C-5; an example of an appeal to the Manager of Personnel is attached hereto as Exhibit C-6.)

"(vi) The Manager of Personnel then must notify the General Chairman of his decision within sixty days from the date of appeal; otherwise, the claim is considered valid and must be settled accordingly. (An example of such a decision is attached hereto as Exhibit C-7.)

"(vii) The General Chairman then must notify the Manager of Personnel that his decision is not accepted within sixty days after written notice of the decision; otherwise, the decision is final and binding. (An example of such notice is attached as Exhibit C-8.)

"(viii) The General Chairman then must list or 'docket' the claim for conference with the Manager of Personnel. Most claims and grievances not disposed of at an earlier stage in the procedure are settled in such conferences. Following the confer-

ence, the Manager of Personnel notifies the General Chairman in writing of his final decision.

"(ix) Thereafter, proceedings may be instituted 'before a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance involved.' Such proceedings must be commenced within six months from the date of the decision of the Manager of Personnel, following the conference, or such extensions of that period as are agreed to by the parties. Otherwise, the claim is barred. Cases which otherwise would be submitted to the National Railroad Adjustment Board (45 U.S.C. § 153) may be and always are submitted, with consent to the parties, to a special board of adjustment established by contract between the BLF&E and the carrier."

The innumerable disputes that developed over the enforcement of Award 282 originated at the top level of railroad management and Brotherhood officials, not at the operating level beginning with a complaint by an individual fireman or his local chairman to one of the carrier's lower echelon of operating officials. From the offices of the Eastern, Western, and Southeastern Carriers' Conference Committees in Chicago, Illinois, instructions were issued to the carriers' top personnel officers regarding the manner in which Award 282 should be interpreted and applied. On the part of the Brotherhood, its top representative on each railroad is a general chairman of the general grievance committee. As a carrier put into effect novel and dubious methods of interpreting and applying the Award, the general chairman would challenge the propriety of the action by a direct communication to the carriers' top official in charge of personnel. Conferences would follow, and the carriers' final response would uniformly

be that the carrier was properly interpreting and applying the Award, and no change would be made. (As an illustration, see J.A. 104 and 190, J.A. 254, paragraph 3 of Lohrke affidavit at J.A. 253.)

By the latter part of 1965 the Brotherhood was stymied in its efforts to protect the working rights of the firemen it represented because of the carriers' insistence that compliance with the Section 17 grievance procedure was compulsory before the carriers had any obligation to satisfy the firemen's claims and grievances, The Brotherhood sought to meet that issue squarely and with finality, by filing on December 1, 1965, in Miscellaneous No. 41-63 a motion for supplemental relief. The motion was directed at the Southern Pacific Company and at all other carriers represented by the Eastern, Western, and Southeastern Carriers' Conference Committees. To thwart a claim by the carriers that the proceeding posed a purely hypothetical issue, the motion was supported by affidavits which set forth the circumstances that compelled the Brotherhood to seek a ruling on the Section 17 grievance procedure defense. The affidavits also presented certain specific instances of the typical manner in which the Section 17 issue developed with the carriers.

The District Court ruled that compliance with the Section 17 grievance procedure was not compulsory with respect to these violations of the arbitration award, and hence, that procedure need not be exhausted before the Brotherhood could approach the Court seeking supplementary relief in the form of an order requiring a carrier to cease violating Award 282 and to correct the wrongs it had already inflicted upon its employees by its wrongful application of the Award.

An appeal was taken from the District Court's ruling. That appeal was taken on behalf of "Southern Pacific Company and Certain Carriers Represented by The Eastern, Western, and Southeastern Carriers' Conference Committees, Appellants."

The Court of Appeals affirmed the ruling made by the District Court.

This Court will note that the petition to this Court for a writ of certiorari *is filed on behalf of one carrier only, to wit, Southern Pacific Company.*

COMMENTS ON "QUESTION PRESENTED"

At page 2 of the petition the petitioner states its version of the "Question Presented". We suggest, with respect, that the question stated by the petitioner was not presented to nor ruled upon by the Court below. Hence, it is not a proper question to present to this Court, on the basis of the record before this Court.

The issue that developed and was decided by the courts below was the product of the unique proceeding that the carriers initiated in Miscellaneous No. 41-63.

As previously stated, a judgment was entered of record upon Arbitration Award No. 282 by the District Court on February 28, 1964, as provided in Public Law 88-108. When the time arrived, on May 7, 1964, for the Award to be put into effect, the carriers and the Brotherhood were in wide disagreement as to how numerous provisions in the Award should be interpreted and applied.

The carriers' views were no more entitled at that time to be considered the correct views than were the Brotherhood's views. The proper procedure available

to the carriers under the circumstances was indicated by Public Law 88-108, in the following language:

> "Sec. 4. To the extent not inconsistent with this joint resolution the arbitration shall be conducted pursuant to sections 7 and 8 of the Railway Labor Act, and the board's award shall be made and filed as provided in said sections and shall be subject to section 9 of said Act."

Section 7(m) of the Railway Labor Act prescribes the procedure to be pursued by a party to an arbitration award when a dispute develops regarding its meaning or application. Section 7 states that the agreement establishing an arbitration board "shall provide that any difference arising as to the meaning, or the application of the provisions, of an award made by a board of arbitration shall be referred back for a ruling to the same board, or, by agreement, to a subcommittee of such board; . . . ."

The carriers disregarded this requirement of the Act. And without any authority whatsoever to be found in Sections 7 and 8 of the Act for their action, the carriers instituted a supplemental proceeding in Miscellaneous No. 41-63 to obtain an injunction that would tie the hands of the Brotherhood and the locomotive firemen it represented, by restraining them from interfering in any manner with the carriers proceeding to put the Award into effect in accordance with their own views.

The Brotherhood sought to even the responsibility for enforcing the Award conscientiously and in keeping with the Arbitration Board's interpretations of the Award by moving the District Court to issue an injunction directed at the carriers. This request by the Brotherhood was supported by Section 7(n) of the Act,

which provides that an agreement to arbitrate "shall provide that *the respective parties to the award will each faithfully execute the same.*"

The District Court denied the Brotherhood's motion. The carriers were thus left scot-free to interpret and apply the Award without being subject to any restraint other than the admonition of the statute, while the Brotherhood and the employees it represented were without any immediate means of protection from losses of wages and of jobs resulting from the immediate and improper application of the Award.

However, the Court saw fit to condition the injunction it had granted the carriers by declaring that it would keep the door to the Court open so that the Brotherhood could return to the Court for orders that "may be necessary or appropriate for the construction, carrying out or enforcement of . . . the judgment heretofore entered in this proceeding upon the Award by Arbitration Board No. 282 or any legal obligations resulting therefrom."

The carriers have tried assiduously to defeat the effectiveness of the condition that the District Court attached to the injunction issued in their favor. Their effort has been to urge upon the Courts at every available opportunity the contention that compliance with the Section 17 grievance procedure is a condition precedent. The carriers' contention is that each individual claim resulting from the carriers' violations and improper applications of the Award must be processed through the Section 17 grievance procedure within the time prescribed by that procedure and up to the carriers' highest officer designated to handle claims even though that officer had already rejected them. If the

claim or grievance has not by that time been satisfactorily disposed of, the next step is to submit within six months to "a tribunal having jurisdiction pursuant to law or agreement of the claim or grievance." All parties understand that phrase to refer to the First Division of the National Railroad Adjustment Board.

The claims and grievances would remain pending before the Adjustment Board, because of the First Division's congested docket, for a period of eight to ten years before they would be reached for decision. Thereafter, such claims and grievances as were sustained, the carriers could choose to disregard, as they have a right to do under the terms of the Railway Labor Act, and the employees would then have the task of trying to enforce their claims and grievances in enforcement proceedings pursuant to Section 3, First (p), of the Railway Labor Act. Such proceedings, this Court held in *Brotherhood of Locomotive Engineers* v. *Louisville and Nashville R. R. Co.*, 373 U.S. 33 (1963), to be an integral part of the Railway Labor Act's two-step grievance procedure.

If the carriers' contention were sustained, the carriers would escape virtually all responsibility for their violations and misapplications of the Arbitration Award, because the sixty-day period, following the date of the occurrence on which the claim or grievance arose, within which the Section 17 grievance procedure requires all claims and grievance be filed with the carriers' operating officers, would bar the vast majority of all claims and grievances that resulted from the enforcement of Award 282. Individual firemen were in no position to know their rights under the Award and to file written claims in a timely manner, when the parties to the Award spent months following May 7,

1964, studying the Award and arguing about it and reconvening Arbitration Board No. 282, before there developed a generally uniform understanding of the proper interpretation and application of the Award's basic provisions. And if any substantial number of the claims and grievances were in fact successfully filed within the sixty day limitation period as required by Section 17, and if they had been progressed through the full procedure prescribed by Section 17, up to the National Railroad Adjustment Board, the long years of delay that would have ensued before the adjustment Board would have reached the claims and grievances for decision, and the additional delay involved in going through the judicial enforcement proceedings, would have surely dissipated all interest and value that the claims held for the employees.

The District Court rejected several times the carriers' contention that the Section 17 grievance procedure was a compulsory and exclusive method of disposing of these firemen's claims and grievances. The Court of Appeals affirmed the District Court's authority as a court of equity to impose conditions for the protection of the employees, after having granted to the carriers' broad injunctive relief to protect them from strikes and strike threats.

That is the issue that was presented to the Courts below and was decided by those Courts. It is far removed from the question posed by the petitioner. The question posed by the petitioner is whether, after a judgment has been entered by a court on an arbitration award resulting from agreement, may employees who believe they have been deprived of employment rights to which they are entitled under the award go to the court in which the award is filed and have their claims

and grievances adjudicated by that court. Were this Court short of business, it might (or might not) be interesting for it to take up this question which has not yet arisen in the more than forty years that the Railway Labor Act has been on the books.

REASONS FOR NOT GRANTING THE WRIT

The reasons advanced by the petitioner as to why this Court should grant the petition for a writ of certiorari are purely academic arguments, in view of the fact that its "Question Presented" does not reflect the true issue in this case and the issue that was faced and decided by the Courts below. Thus petitioner's "Question" poses a hypothetical question. The question as stated by petitioner has not arisen during all the years that the arbitration provisions of the Railway Labor Act have been in effect. And since Public Law 88-108 and Arbitration Award No. 282 were unique events in the railway industry, there is little reason for assuming, as the question stated in the petition implies, that the voluntary arbitration proceedings that are likely to occur in the future under the provisions of the Railway Labor Act will precipitate a question of the kind stated in the petition for a writ of certiorari.

Most of the discussion in the petition regarding the reasons why the Court should issue a writ of certiorari is concerned with one proposition. That proposition is that, assuming that a district court enters a judgment upon an arbitration award in accordance with the provisions of Section 9, Fifth, of the Act, if the union and the employees that are parties to the Award were permitted to invoke the jurisdiction of the Court for the purpose of deciding employees' claims and grievances arising from alleged misapplications of the Award by

the carrier, that procedure would violate the "Slocum doctrine" that was established by the decisions of this Court in *Order of Railway Conductors* v. *Pitney,* 326 U.S. 561 (1946), and *Delaware, L. & Western R. R. Co.* v. *Slocum,* 339 U.S. 239 (1950), and would also be inconsistent with the federal policy that underlies the decision of this Court in *Republic Steel Corp.* v. *Maddox,* 379 U.S. 650 (1965).

That is a misdirected argument inasmuch as the District Court below declared repeatedly that it would not assume to *interpret* any provision of the Arbitration Award when granting supplemental relief to the Brotherhood and the employees it represents, pursuant to its reservation of jurisdiction in Misc. No. 41-63. The District Court consistently declared that if the Brotherhood's motions for supplemental relief disclosed that its disputes with the carriers involved issues regarding the proper interpretation of Award 282, the Court would require the parties to first have such issues resolved by presenting them to Arbitration Board No. 282.

Thereafter the Court stood ready to resolve such legal issues as the employees' claims posed, and the orders that it directed to the carrier simply commanded the carriers to comply with the Board's interpretations of the Award and to make such compensation or other amends to the employees as they were entitled to, in view of the Court's rulings on issues of law and the undisputed facts upon which the claims or grievances were based.

In each such order the District Court declared that processing of employees' claims and grievances through the Section 17 grievance procedure was not a condition

precedent to their seeking supplemental relief from the Court in the form of orders that were necessary or appropriate for the enforcement of the injunctive order of the Award "or of any legal obligation resulting therefrom." (J.A. 239).

One has but to examine the orders that were issued by the District Court, in which it overruled the carriers' defense based upon the compulsory requirements of the Section 17 grievance procedure defense, to recognize that the factual circumstance and the issue set forth in the question stated on page 2 of the petition for a writ of certiorari is not the question that the Courts below ruled upon. See, for example, the District Court's order filed September 13, 1965 (J.A. 321); and two other orders filed on April 6, 1966 (J.A. 329 and 330).

The Court below gave five reasons for affirming the District Court, each of which is founded on basic principles of equity and justice, and any one of which is sufficient to sustain its ultimate conclusion. These were:

1. On the petition of the railroads the District Court had entered an order enforcing the Award against the union, reserving jurisdiction further to enforce it against the union and the railroads. It thus had jurisdiction to enforce it against the railroads. Petition, 19a.

2. An equity court has power to impose conditions on those who seek and obtain equitable relief by way of injunction. Thus, "assuming, but by no means deciding," that the carriers are right that the claims involved here are claims for which section 17 provides a *usual* procedure, the District Court did not abuse its

discretion, in enforcing the Award against Respondent, in establishing a condition that employees have an expeditious judicial remedy if the carriers violated the Award. Petition, 19a-20a.

3. "It does not necessarily follow, as the carriers suppose, that each and every contract provision established in former years by the parties to implement work rules settled purely by agreement were applicable with full vigor to implement work rules . . . effectuated by Board 282." Petition, 22a-23a. In equity, it is not inexorable that always white is white and black is black and that there are no shades of gray.

4. "The carriers cannot fairly contest the Court's authority to establish the condition under discussion; on their claim to require the union to refrain from action violating a duty resulting from the award they could not fairly contest jurisdiction to issue an injunction on a cross-claim to require carriers to abide by their duties under the Award." Petition, 23a.

5. Even assuming that section 17 would normally apply to violations of the award by the carriers, there is sound equitable basis for not imposing such requirement here. "Concepts of exhaustion of remedies will not be pursued with remorseless logic, at least in situations not fairly contemplated when the remedies were established, when the consequence would contravene basic expectations of justice by mandating a futile . . . procedure. [Citations] In this case the carriers are in effect urging that issues fully considered at pertinent top levels of management and labor" must thereafter be pursued to lower levels. To require thereafter going to lower levels "would be a long circuit bypassing the practical and the just." Petition, 23a.

Surely it must be difficult to quarrel with any one of those reasons. And when it would require disagreement with all of them to reverse, as well as with other grounds not stated by the Court of Appeals, review by this Court would be inappropriate,—especially when the factual situation is unique,—it has never arisen before,—and is not likely to arise again.

Respectfully submitted,

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